

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

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RODNEY J. LOOMIS d/b/a LOOMCO,	:	
	:	Civil Action No.
Plaintiffs,	:	02 Civ. 0537 (GLL)
	:	
- against -	:	PERMANENT INJUNCTION
	:	AND FINAL JUDGMENT ON
DIRECT INTERNATIONAL, INC., PAUL	:	CONSENT
DEMOCKO, ROBERT REAGLE II, DANIEL R.	:	
WHITE and JIANIMNG YANG	:	
	:	
Defendants.	:	
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The plaintiff Rodney J. Loomis, d/b/a Loomco ("Loomco") having filed a complaint against defendants Direct International, Inc. ("Direct"), a corporation duly organized and existing under the laws of the State of Ohio, which maintains its principal place of business at 1101 Andrews Avenue, Youngstown, Ohio, and Paul Democko, Robert J. Reagle II, Daniel R. White and Jianming Yang (the "Individual Defendants"), asserting causes of action for (i) copyright infringement, arising out of Direct's sale and offering for sale of products that Loomco claimed infringed the Loomco Copyrights (the "Complained-Of Goods"), (ii) claims based on the Individual Defendants' anticompetitive activities against Loomco and their misuse of confidential and proprietary business information unlawfully taken from Loomco, including claims of breach of contract; misappropriation; breach of the duty of loyalty; tortious interference with contractual and business relations; corporate raiding and unfair competition; civil conspiracy; and defamation and commercial disparagement (collectively referred to as the "State Law Claims") and iii) claims for trademark and trade dress infringement.

The parties having entered into a Settlement Agreement dated November ^{9th}~~1~~, 2005 providing, inter alia, for the entry of this Permanent Injunction and Final Judgment on Consent; and

This Court having jurisdiction over the subject matter of this action and over defendant Direct and the Individual Defendants, and venue in this action being proper in this judicial district;

IT IS HEREBY ORDERED that defendant DIRECT INTERNATIONAL, INC., its directors, agents, employees, affiliates, divisions and subsidiaries, as well as the Individual Defendants, agree that they shall be PERMANENTLY ENJOINED and RESTRAINED from (i) the manufacture, purchase, distribution, advertisement, promotion, display, marketing, offer for sale, sale or any other commercial exploitation of any kind, of the Complained-Of Goods identified in the Settlement Agreement dated November ^{9th}~~1~~, 2005; (ii) contacting any of Loomco's customers, vendors and suppliers in an effort to interfere with Loomco's business relations; and (iii) using, appropriating or disclosing at any time, for any purpose, any of Loomco's confidential and proprietary documents, business information and trade secrets including, but not limited to, product, pricing and customer and supplier information.

This Court retains jurisdiction for the purpose of enforcing the provisions of this Permanent Injunction and Final Judgment on Consent by way of contempt or otherwise. Direct and the Individual Defendants agree not to contest the validity of the Loomco Copyrights in any such proceeding.

The parties waive appeal of this Permanent Injunction and Final Judgment on Consent.

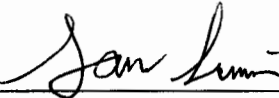
This Permanent Injunction and Final Judgment on Consent shall operate as the Final Judgment in this action.

For the Plaintiff Rodney J. Loomis d/b/a Loomco:

Dated: Pittsburgh, Pennsylvania
November 10th, 2005

HOUSTON HARBAUGH, P.C.

By:



Samuel Simon PA ID #85503
Three Gateway Center
401 Liberty Avenue, 22nd Floor
Pittsburgh, PA 15222
(412) 288-2263

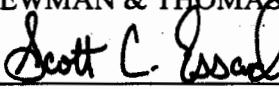
OF COUNSEL
Torys LLP
237 Park Avenue
New York, New York 10017
(212) 880-6000

For the Defendants:

Dated: Youngstown, Ohio
November 9th, 2005

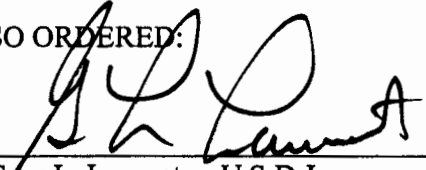
HENDERSON, CONVINGTON, MESSENGER,
NEWMAN & THOMAS L.P.A.

By:



Scott C. Essad PA ID #88749
34 Federal Plaza West, Suite 600
Youngstown, Ohio 44503
(330) 744-1148
Attorneys for Defendants

SO ORDERED:



Gary L. Lancaster, U.S.D.J.

DATED: 11-16-05